IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF TENNESSEE
EASTERN DIVISION

JACKY STEWART and BRANDY ANDERSON, Individually, and on behalf of all others similarly situated,	)	
Plaintiffs,	)	
vs.	)	Dkt. No. 15-cv-1162 JURY TRIAL DEMANDED
FLOWERS FOODS, INC., FLOWERS BAKING CO. OF BATESVILLE, LLC, and AMBASSADOR PERSONNEL, INC.,	)	
Defendants.	)	

COMPLAINT

COMES now the Plaintiffs, Jacky Stewart and Brandy Anderson, (hereinafter "named Plaintiffs") on behalf of themselves and those similarly situated (hereinafter "Plaintiffs"), and hereby complain as follows against the Defendants:

I. NATURE OF THE ACTION

1. This is an individual and Collective Action Complaint brought to obtain declaratory, injunctive, and monetary relief on behalf of the named Plaintiffs and those similarly situated who operate(d) as fresh bakery product employees and/or were employees classified as "distributors" for Defendants, Flowers Foods Inc., Flowers Baking Co. of Batesville, LLC, (collectively "Flowers Defendants") and Ambassador Personnel (hereinafter "Ambassador"), who Defendants either classify or classified as independent contractors or failed to pay for all hours worked. Named Plaintiffs allege violations of the Federal Fair Labor Standards Act

("FLSA"), 29 U.S.C. §§201, et seq, and seek permanent injunctive relief, back wages, liquidated damages and other damages for themselves and those similarly situated.

2. The Flowers Defendants employ individuals classified as "distributors" to deliver fresh baked goods to their customers (primarily grocery stores, mass retailers, and fast food chains). In addition to delivering Flowers Foods' products to Defendants' customers, distributors stock the products on store shelves and assemble promotional displays designed and provided by Defendants.

3. The first FLSA collective group consists of all individuals who operate(d) as distributors for the Flowers Defendants, and are or were misclassified as independent contractors, working for the Defendant Flowers Baking Company of Batesville, Inc, at any time during the applicable limitations period ("Distributors"). The Named Plaintiffs, during applicable time periods are and/or were members of this collective group and also bring individual claims as such.

4. The second FLSA collective group consists of all individuals who were hired by the Flowers Defendants through Defendant Ambassador, and are or were routinely and systematically not paid for all hours worked and overtime wages at any time during the applicable limitations period ("Employees"). The named Plaintiffs, during applicable time periods, were members of this collective group and also bring individual claims as such.

5. This action challenges both the classification of distributors as independent contractors and Defendants' denial to the named Plaintiffs and those similarly situated of the rights, obligations, privileges, and benefits owed to them as employees.

II. PARTIES

6. The foregoing paragraphs are incorporated herein as if set forth in their entirety.

7. Plaintiff Jacky Stewart is a resident of McNairy County, Tennessee, who works as a Flowers Distributor in that state. During the past three years he has been classified, at different times, as both an employee of the Defendants and as a distributor. He performs delivery and merchandizing services to local retailers of bakery and snack food products manufactured or sold by Defendant Flowers. Plaintiff Stewart operates out of a distribution center run by Defendant Flowers Baking Co. of Batesville. Plaintiff regularly worked 50-55 hours per week and did not receive overtime premium pay at any time during the class periods.

8. Plaintiff Brandy Anderson is a resident of Madison County, Tennessee, who works as a Flowers Distributor in that state. During the past three years he has been classified, at different times, as both an employee of the Defendants and as a distributor. He performs delivery and merchandizing services to local retailers of bakery and snack food products manufactured or sold by Defendant Flowers. Plaintiff Anderson operates out of a distribution center run by Defendant Flowers Baking Co. of Batesville. Plaintiff Anderson regularly worked approximately 55 hours per week and did not receive overtime premium pay at any time during the class periods.

9. Defendant Flowers Foods, Inc. (herein "Defendant Flowers Foods") is a Georgia corporation with its principal place of business located at 1919 Flowers Circle, Thomasville, Georgia 31757, and was Plaintiffs' "employer" as that term is defined under the FLSA and Tennessee law. In the alternative, Defendant Flowers Foods was Plaintiffs' "joint employer" and/or "integrated employer" at all times mentioned herein. Defendant Flowers Foods hires individuals, whom it classifies as independent contractors, to distribute its products by delivering them to grocery stores and stocking the products on store shelves. Defendant Flowers Foods employs distributors in 31 states throughout the southern and eastern parts of the United States.

Defendant Flowers Foods may be served via its registered agent, Corporation Service Company, 40 Technology Pkwy S, Suite 300, Norcross, Georgia 30092.

10. Defendant Flowers Baking Co. of Batesville, LLC, is an Arkansas corporation with its principal place of business located at 1919 Flowers Circle, Thomasville, Georgia 31757. Defendant Flowers Baking Co. is a wholly owned subsidiary of Flowers Foods, Inc., and was Plaintiffs' "employer" as that term is defined under the FLSA and Tennessee law. In the alternative, Defendant Flowers Baking Co. was Plaintiffs' "joint employer" and/or "integrated employer" at all times mentioned herein. Defendant Flowers Baking Co. hires individuals whom it classifies as independent contractors, to deliver and stock bakery and snack food products from its Batesville, Arkansas, distribution center. Defendant Flowers Baking Co. may be served via its registered agent, Corporation Service Company, 2908 Poston Ave., Nashville, Tennessee 37203.

11. Ambassador Personnel, Inc., is a Georgia corporation with its principal place of business located at 406 S. Broad Street, Thomasville, Georgia 31792, and was Plaintiffs' "employer" as that term is defined under the FLSA and Tennessee law. In the alternative, Defendant Ambassador Personnel was Plaintiffs' "joint employer" and/or "integrated employer" at all times mentioned herein. Defendant Ambassador Personnel employs and/or recruits workers and places them in positions with companies with who they contract to provide temporary employees. Defendant Ambassador Personnel may be served via its registered agent, C T Corporation System, 800 S. Gay St., Suite 2021, Knoxville, Tennessee 37929.

III. JURISDICTION AND VENUE

12. The foregoing paragraphs are incorporated herein as if set forth in their entirety.

13. This Court has jurisdiction over the claims asserted in this action pursuant to 28

U.S.C. §1331, federal question jurisdiction; 28 U.S.C. § 1332, diversity jurisdiction.

14. Upon information and belief, there are more than 250 members of the proposed Distributor Collective Group and more than 75 members in the proposed Employee Collective Group, and the amount in controversy, in the aggregate, exceeds $10,000,000.00, exclusive of interest and costs.

15. Venue is proper in this Court under 28 U.S.C. §§1391(b)(2) and 1391(c) because a substantial part of the events giving rise to the claim occurred within this judicial district.

16. Named Plaintiffs bring this action on behalf of themselves, a Distributor Collective Group, and an Employee Collective Group.

IV. FLSA COLLECTIVE ACTION ALLEGATIONS OF DISTRIBUTORS

17. The foregoing paragraphs are incorporated herein as if set forth in their entirety.

18. Named Plaintiffs bring Cause of Action-Count I of this Complaint as a collective action, alleging violations of the FLSA on behalf of themselves and all similarly situated individuals. This "Distributor Collective Group" is defined as:

> all individuals who, through a contract with Defendants or otherwise, performed or perform as Distributors for Defendants under an agreement with Flowers Baking Co. of Batesville and who were classified by Defendants as "independent contractors" (collectively "Covered Position") anywhere in the United States at any time from the date that is three years preceding the commencement of this action through the close of the Court-determined opt-in period and who file a consent to join this action pursuant to 29 U.S.C. §216(b).

The "Distributor Collective Group" also includes the named Plaintiffs in this action. Plaintiffs reserve the right to modify this definition prior to conditional certification of the collective group.

19. The named Plaintiffs, along with current and former employees of Defendants, in Covered Positions are similarly situated in that they have substantially similar job requirements,

pay provisions, and are subject to Defendants' common practice, policy, or plan of controlling their daily job functions.

20. Defendants regularly permitted and required the named Plaintiffs and members of the Distributor Collective Group to work more than 40 hours per week without overtime compensation.

21. Upon information and belief, Defendants knew that the named Plaintiffs and all similarly situated individuals performed work that required overtime pay.

22. Defendants have therefore operated under a scheme to deprive these employees of overtime compensation by failing to properly compensate them for all time worked.

23. Defendants' conduct, as set forth in this Complaint, was willful and has caused significant damages to the named Plaintiffs and all similarly situated individuals.

24. Count I of this Complaint for violations of the FLSA may be brought and maintained as an "opt-in" collective action pursuant to 29 U.S.C. §216(b) because the claims of the named Plaintiffs are similar to the claims of current and former "independent contractors" who work and/or have worked for Defendants. Therefore, the named Plaintiffs should be permitted to bring this action as a collective action and on behalf of themselves and those similarly situated individuals pursuant to the "opt-in" provision of the FLSA, 29 U.S.C. § 216(b).

25. Defendants are liable under the FLSA for failing to properly compensate the named Plaintiffs and all similarly situated individuals, and notice of this lawsuit should be sent to all similarly situated individuals. Those similarly situated individuals are known to Defendants and are readily identifiable though Defendants' payroll and other personnel records.

V. FLSA COLLECTIVE ACTION ALLEGATIONS OF EMPLOYEES

26. The foregoing paragraphs are incorporated herein as if set forth in their entirety.

27. Named Plaintiffs bring Cause of Action-Count II of this Complaint as a collective action, alleging violations of the FLSA on behalf of themselves and all similarly situated individuals. This "Employee Collective Group" is defined as:

> all individuals who performed or perform delivery service as Employees for Defendants Flowers Baking Co. of Batesville, and/or Ambassador Personnel and who were classified by Defendants as employees working in any area serviced by Flowers Baking Co. of Batesville at any time from the date that is three years preceding the commencement of this action through the close of the Court-determined opt-in period and who file a consent to join this action pursuant to 29 U.S.C. §216(b).

The "Employee Collective Group" also includes the named Plaintiffs in this action. Plaintiffs reserve the right to modify this definition prior to conditional certification of the collective group.

28. The named Plaintiffs, along with current and former employees of Defendants, are similarly situated in that they were hired by the Flowers Defendants through Defendant Ambassador for employment with substantially similar job requirements, hours, tasks, and pay provisions.

29. The Flowers Defendants and Defendant Ambassador regularly permitted and required the named Plaintiffs and members of the Employee Collective Group to work more than 40 hours per week, but routinely failed to pay for all hours worked and for full overtime compensation.

30. Upon information and belief, the Flowers Defendants and Defendant Ambassador knew that the named Plaintiffs and all similarly situated individuals performed work that required overtime pay.

31. The Flowers Defendants and Defendant Ambassador have therefore operated under a scheme to deprive these employees of overtime compensation by failing to properly

compensate them for all time and overtime hours worked.

32. Defendants' conduct, as set forth in this Complaint, was willful and has caused significant damages to the named Plaintiffs and all similarly situated individuals.

33. Count II of this Complaint for violations of the FLSA may be brought and maintained as an "opt-in" collective action pursuant to 29 U.S.C. §216(b) because the claims of the named Plaintiffs are similar to the claims of current and former employees who worked for Defendants. Therefore, the named Plaintiffs should be permitted to bring this action as a collective action and on behalf of themselves and those similarly situated employees pursuant to the "opt-in" provision of the FLSA, 29 U.S.C. § 216(b).

34. Defendants are liable under the FLSA for failing to properly compensate the named Plaintiffs and all similarly situated individuals, and notice of this lawsuit should be sent to them. Those similarly situated employees are known to Defendants and are readily identifiable though Defendants' payroll and other personnel records.

VI. STATEMENT OF FACTS

DISTRIBUTOR COLLECTIVE GROUP

35. The foregoing paragraphs are incorporated herein as if set forth in their entirety.

36. Defendant Flowers Foods is a corporation whose business consists of distributing bakery and snack food products to retail customers, using a centralized network of communication, distribution, and warehousing facilities integrating Collective Action members into that existing network of operations. Upon information and belief, at least one of Defendant Flowers Foods' bakeries and several of its warehouses are operated by Defendant Flowers Baking Co. of Batesville, LLC.

37. Defendant Flowers Foods, by and through its subsidiaries such as Defendants

Flowers Baking Co. of Batesville, ships bakery and snack products to warehouses and Distributors. As such, the named Plaintiffs and members of both the proposed Distributor Collective Group and Employee Collective Group, arrive at a warehouse early in the morning and load their vehicles with the Flowers Defendants' products.

38. The distributors and employees then deliver the product to Defendants' retailer-customers at the time and place specified by Defendants.

39. The distribution agreement between Defendants and its distributors (including the named Plaintiffs) has no specific end date and can be terminated by either party at any time with limited notice.

40. Defendant Flowers Foods markets it bakery and snack products to retailers such as Wal-Mart, Kroger, Target, Dollar General, and other grocery stores and mass merchants. Defendant Flowers Foods negotiates with the retailers to set virtually all terms of the relationship including:

a. Wholesale and retail prices for products;

b. Service and delivery agreement;

c. Shelf space to display products;

d. Product selection;

e. Promotional pricing for products;

f. The right to display promotional materials;

g. Print advertisements in retailers' newspaper ads; and

h. Virtually every other term of the arrangement.

41. In some cases, Defendant Flowers Foods negotiates and agrees with retailers and fast food restaurants to manufacture and distribute the retailer's store brand (or private label)

bread products.

42. Defendant Flowers Foods often negotiates the above terms for fresh-baked bread and snack products (which are distributed by the named Plaintiffs and members of the proposed collective groups) at the same time as it negotiates terms for its shelf-stable snack products (which are not distributed by the named Plaintiffs). The result is that the Distributors' job duties and ability to earn income is tied directly to the sale and promotion of products outside of their control.[1]

43. The relationship between each member of the Distributor Collective Group and Defendants is essentially the same in all material respects.

44. The named Plaintiffs and members of the proposed Distributor Collective Group must strictly follow Defendants' instructions and adhere to the pricing, policies, and procedures negotiated between Defendants and their retailer customers.

45. Distributors use Defendants' hand-held computer to log the delivery, and Defendants bill its customers using the data entered into the computer by the Distributors. The terms of the sale are negotiated between Defendants and its retailer-customers, respectively.

46. Distributors place Defendants' products on the retailer-customers' shelves, remove stale or rejected product, and organize the retailer-customers' display shelf. If Defendants are running a sale or promotion, the Distributors also construct and stock the promotional display. Defendants usually reimburse Distributors for up to eight percent of stale or rejected product.

47. Defendants represented to the named Plaintiffs and other Distributors that they

[1] For example, Flowers Foods negotiated with a large retailer that it would manufacture the retailer's private label bread at a near zero profit margin in exchange for the retailer providing space for Flower's Foods' drop-shipped shelf-stable cake products. The result is that Flowers Foods profits off the sale of its shelf-stable products while passing the cost and expense of distributing its loss-leading private label bread to the named Plaintiffs and members of the proposed collective groups, all of whom have no right to reject the arrangement without losing their jobs.

would run their businesses independently, have the discretion to use their business judgment, and have the ability to manage their businesses to increase profitability.

48. Contrary to its representations, Defendants denied the named Plaintiffs and other Distributors the benefits of ownership and entrepreneurial skill by retaining and exercising the following rights:

a. The right to negotiate the wholesale price for the purchase and sale of products;

b. The right to negotiate shelf space in the stores in the Distributors' territory;

c. The right to negotiate the retail sale price for products;

d. The right to establish all sales and promotions and to require Distributors to follow them;

e. The right to change orders placed by Distributors, to require them to pay for product they did not order, load it on their trucks, deliver it to stores, maintain the product in the store, remove the product from the store, and return it to the warehouse for credit; Distributors who did not attempt to distribute the extra product were billed for the full wholesale price of that product;

f. The right to assign delivery stops to each Distributor in a particular order and require Distributors to get approval for flowing a different order;

g. The right to discipline Distributors, up to and including termination, for reasons including hiring employees to run their routes, taking time off work, or refusing a specific order to deliver a product to a particular store at a particular time.

h. The right to handle customer complaints against the Distributors and to take disciplinary action;

i. The right to withhold pay for certain specified expenses;

j. The right to unilaterally terminate the employment relationship;

k. The right to unilaterally vary the standards, guidelines, and operating procedures; and

l. Various other rights reserved by Defendants.

49. The named Plaintiffs and the Distributor Collective Group members were, or are, required to accept Defendants' conditions of employment or face termination.

50. Defendants not only retained the rights listed above, but exercised the rights as well.

51. In another example, Defendants routinely modify a Distributor's product orders to increase the amount of the order. If a Distributor refuses the additional product, Defendants still bill the Distributor for the product and deduct the cost from the Distributor's wages.

52. Defendants require the Distributors to process all transactions through a hand held computer it provides to them. The hand held computer controls the product prices, maintains customer information, and monitors business performance.

53. Defendants control the named Plaintiffs' and members of the Distributor Collective Group's opportunities for profit or loss both by controlling wholesale pricing and negotiating retail pricing. Specifically, Defendants negotiate the sale of its products with major retailers. The named Plaintiffs and members of the Distributor Collective Group then deliver the products to store locations per the agreement between Defendants and the retailer. The named Plaintiffs and members of the Distributor Collective Group lack discretion as to what products to distribute to a particular store, whether to run sales or promotions, how frequently to service

stores, and similar discretion that would allow them to increase (or decrease) the profitability of their work.

54. Distributors' investment in equipment to operate their route is relatively low. Therefore, many Distributors use their personal vehicles and a trailer to transport Flowers Foods' products to retailers. Apart from the purchase of a small trailer, there is no other investment necessary because Defendants provide computer equipment, administrative support, warehouse space, advertisements, promotional materials, bakery trays, market advice, strategic development, and virtually every other business necessity. Defendants even arrange for insurance and vehicle financing on behalf of Distributors. Distributors pay for the insurance through wage deductions.

55. The distribution job performed by the named Plaintiffs and members of the proposed Distributor Collective Group does not require specialized skills.

56. Because they were misclassified as non-employees, the named Plaintiffs and members of the proposed Distributor Collective Group were denied the rights and benefits of employment, including, but not limited to overtime premium wages.

57. The named Plaintiffs and members of the proposed Distributor Collective Group have incurred expenses for equipment, insurance, product loss, product return, and other expenses that Defendants require them to purchase or pay for, or that are necessary for their work.

58. Distributors work, on average, a total of 50-55 hours during a seven day work week for which neither the named Plaintiffs nor, upon information and belief, members of the proposed Distributor Collective Group have received overtime premium wages.

59. During the relevant time period, the named Plaintiffs worked in excess of 40

hours every week of the year. The named Plaintiffs worked 50-55 hours per week on average. They never worked less than 45 hours per week and at times had to work in excess of 60 hours to service all assigned stores. In addition, the named Plaintiffs are aware of numerous Distributors who worked 50 hours or more per week on average.

60. Defendant's mischaracterization of the Distributors as independent contractors, the concealment or non-disclosure of the true nature of the relationship between Defendants and the Distributors, and the attendant deprivation of substantial rights and benefits of employment are part of an on-going unlawful practice by Defendants which this Court should enjoin.

EMPLOYEE COLLECTIVE GROUP

61. The foregoing paragraphs are incorporated herein as if set forth in their entirety.

62. Defendants Flowers Foods and Flowers Baking Co. of Batesville work closely with the personnel agency, Ambassador Personnel. Ambassador is what is commonly known as a "temp agency". Ambassador establishes relationships with companies and corporations who then come to Ambassador to fill open positions within their company.

63. The named Plaintiffs as well as members of the Employee Collective Group were hired by Ambassador and the Flowers Defendants to work as employee distributors for the Flowers Defendants. They were informed that after a certain specified period of time they may be considered to purchase their routes and become "independent operators" thus owning their routes and having the ability to increase (or decrease) the profitability of their work.

64. During the time they were classified as employees, the named Plaintiffs and members of the proposed Employee Collective Group would perform substantially the same job as independent operator Distributors, but were classified as employees and paid an hourly wage through Defendant Ambassador Personnel.

65. As with the Distributors job, employees place Defendant Flower Foods' products on the retailer-customer's shelves, remove stale or rejected product, organize the retailer-customer's display shelf, operate the hand-held computers, and construct and stock promotional displays.

66. As with Distributors, the Flowers Defendants and Defendant Ambassador were well aware that this work required over forty hours per week in order to complete.

67. Employees work, on average, a total of 50-55 hours during a seven day work week but are regularly paid for substantially less hours than they actually worked, many of which are to be paid at the overtime premium rate.

68. During the relevant time period, the named Plaintiffs were hired in as "employees" through Defendant Ambassador and later offered a route to purchase. While "employees, the named Plaintiffs regularly worked in excess of 55 hours per week but were often not paid for many of the hours they worked which often included hours that should have been compensated at the overtime premium rate.

69. The Flowers Defendants and Defendant Ambassador worked together to deny the named Plaintiffs and members of the proposed Employee Collective Group substantial rights and benefits of employment as a part of an on-going, unlawful practice which this Court should enjoin.

VII. CAUSE(S) OF ACTION

COUNT I

FAILURE TO PAY OVERTIME
TO THE PLAINTIFFS' INDIVIUALLY AND THE DISTRIBUTOR COLLECTIVE GROUP
FLSA, 29 U.S.C. §§ 201, et seq.
(On behalf of the named Plaintiffs and the Distributor Collective Group)

70. Plaintiffs re-allege and incorporate by reference each and every allegation set

forth in the preceding Paragraphs.

71. Section 206(a)(1) of the FLSA provides in pertinent part:

> Except as otherwise provided in this section, no employer shall employ any of his employees who in any work week is engaged in commerce or in the production of goods for commerce, for a work week longer than forty hours unless such employee receives compensation for his employment in excess of the hours above specified at a rate not less than one and one-half times the regular rate at which he is employed.

29 U.S.C. § 207(a)(1)

72. There are no exemptions applicable to the named Plaintiffs or to other members of the Distributor Collective Group.

73. For purposes of the FLSA, the employment practices of Defendants were and are uniform in all respects material to the claims asserted in this Complaint throughout the portions of United States in which Defendants conduct business.

74. The named Plaintiffs and other members of the Distributor Collective Group, either regularly or from time to time, worked more than 40 hours per week but did not receive overtime pay.

75. Upon information and belief, at all times relevant hereto, Defendants have had annual gross operating revenues well in excess of $500,000.00.

76. In committing the wrongful acts alleged to be in violation of the FLSA, Defendants acted willfully in that they knowingly, deliberately, and intentionally failed to pay overtime premium wages to the named Plaintiffs and other members of the Distributor Collective Group.

77. As a result of Defendants' failure to pay overtime premium wages, the named Plaintiffs and the other members of the Distributor Collective Group were damaged in an amount to be proved at trial.

78. Therefore, the named Plaintiffs demand that they and the other members of the Distributor Collective Group be paid overtime compensation as required by the FLSA for every hour of overtime worked in any work week for which they were not compensated, plus interest, damages, penalties, and attorneys' fees as provided by law.

COUNT II

FAILURE TO PAY OVERTIME
TO THE PLAINTIFFS' INDIVIDUALLY AND THE EMPLOYEE COLLECTIVE GROUP
FLSA, 29 U.S.C. §§ 201, et seq.
(On behalf of the named Plaintiffs and the Employee Collective Group)

79. Plaintiffs re-allege and incorporate by reference each and every allegation set forth in the preceding Paragraphs.

80. Section 206(a)(1) of the FLSA provides in pertinent part:

> Except as otherwise provided in this section, no employer shall employ any of his employees who in any work week is engaged in commerce or in the production of goods for commerce, for a work week longer than forty hours unless such employee receives compensation for his employment in excess of the hours above specified at a rate not less than one and one-half times the regular rate at which he is employed.

29 U.S.C. § 207(a)(1).

81. There are no exemptions applicable to Plaintiffs or to other members of the Employee Collective Group.

82. For purposes of the FLSA, the employment practices of Defendants were and are uniform in all respects material to the claims asserted in this Complaint throughout the portions of United States in which Defendants conduct business.

83. The named Plaintiffs and other members of the Employee Collective Group, either regularly or from time to time, worked hours for which they were not paid, which included work of more than 40 hours per week for which they did not receive overtime pay.

84. Upon information and belief, at all times relevant hereto, Defendants have had annual gross operating revenues well in excess of $500,000.00.

85. In committing the wrongful acts alleged to be in violation of the FLSA, Defendants acted willfully in that they knowingly, deliberately, and intentionally failed to pay overtime premium wages to the named Plaintiffs and other members of the Employee Collective Group.

86. As a result of Defendants' failure to pay overtime premium wages, the named Plaintiffs and the other members of the Employee Collective Group were damaged in an amount to be proved at trial.

87. Therefore, the named Plaintiffs demand that they and the other members of the Employee Collective Group be paid for all hours they worked but not paid including overtime compensation as required by the FLSA for every hour of overtime worked in any work week for which they were not compensated, plus interest, damages, penalties, and attorneys' fees as provided by law.

VIII. PRAYERS FOR RELIEF

WHEREFORE, Plaintiffs request of this Court the following relief on behalf of themselves, all members of the Collective Action, and all other similarly situated individuals:

a. That the Court certify both collective groups named in the instant suit as an opt-in collective action under 29 U.S.C. § 216(b);

b. That the Court declare the rights and duties of the parties consistent with the relief sought by Plaintiffs;

c. That the Court issue a declaratory judgment that Defendants' acts, policies, practices, and procedures complained of herein violated provisions of the Fair Labor Standards

Act;

d. That the Court enjoin the Defendants from committing further violations of the Fair Labor Standards Act;

e. That the Court award the named Plaintiffs and collective group members compensatory damages and an equal amount of liquidated damages as provided under the law and pursuant to 29 U.S.C. § 216(b);

f. That the Court award the named Plaintiffs and the collective groups reasonable attorney's fees, costs, and expenses;

g. That the Court order the Defendants to make the named Plaintiffs and the collective group members whole by providing appropriate back pay and other benefits wrongly denied, as well as liquidated damages, in an amount to be shown at trial and other affirmative relief;

h. That the Court award the named Plaintiffs and the collective group members such additional relief as the interests of justice may require;

i. That a jury be impaneled to try this cause.

Respectfully submitted,

WEINMAN & ASSOCIATES

/s/ Michael L. Weinman
Michael L. Weinman (#015074)
112 S. Liberty Street, Suite 321
P. O. Box 266
Jackson, TN 38302
(731) 423-5565
mike@weinmanandassoc.com